

Ian S. Shainbrown  
GREENBERG TRAURIG, LLP  
200 Park Avenue  
P.O. Box 677  
Florham Park, New Jersey 07932  
(973) 360-7900  
(973) 301-8410 (fax)

David Saenz (DS 1976) (*admitted pro hac vice*)  
GREENBERG TRAURIG, LLP  
200 Park Avenue  
New York, New York 10166  
Tel: (212) 801-9200  
Fax: (212) 801-6400

*Attorneys for Plaintiff-Counterdefendant  
Kare Distribution, Inc.*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

<b>KARE DISTRIBUTION, INC., a</b>	§	<b>CIV. NO: 2:09-cv-969 (SDW) (MCA)</b>
<b>Delaware corporation,</b>	§	
	§	
<b>Plaintiff,</b>	§	
	§	<b>STIPULATION OF DISMISSAL</b>
<b>v.</b>	§	<b>WITH PREJUDICE OF CERTAIN</b>
	§	<b>CLAIMS</b>
<b>JAM LABELS AND CARDS LLC,</b>	§	
<b>d/b/a A&amp;M CARDS, a New Jersey</b>	§	
<b>limited liability company, ARTHUR</b>	§	
<b>AARON, an individual, and MARC</b>	§	
<b>STEINBERG, an individual,</b>	§	
	§	
<b>Defendants.</b>	§	
	§	
<b>AND RELATED COUNTERCLAIMS</b>	§	
	§	

WHEREAS Plaintiff and Counterdefendant Kare Distribution, Inc. ("Plaintiff" or "Kare") filed its complaint in this matter asserting claims for, *inter alia*, Replevin, Unjust Enrichment, and Tortious Interference with Contract, alleging that Defendants wrongfully withheld approximately eleven and a half million calling cards (the "Inventory") belonging to Kare (the "Subject Claims");

WHEREAS Kare filed an application for temporary restraining order and writ of replevin in connection with the Subject Claims, alleging that Defendants' wrongful retention of the Inventory would cause irreparable harm to Kare;

WHEREAS after filing said application and before the hearing thereon, Defendants agreed to return and did return the Inventory to Kare, thereby avoiding the need for a temporary restraining order and writ of replevin;

WHEREAS the parties agreed that Kare would pay \$10,000 to cover the costs of the logistics of the return of the Inventory, but that Kare reserved the right to seek recovery of the \$10,000 from Defendants in this litigation as damages; and

WHEREAS this Stipulation of Dismissal does not apply to Kare's claim for Conversion seeking recovery of the \$10,000, in damages, or to Kare's other remaining claims for Breach of Contract, Breach of the Duty of Good Faith and Fair Dealing and Fraud.

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for Kare and Defendants, that the Subject Claims are dismissed with prejudice and without costs or disbursements to any party.

Dated: August 24, 2011

**THE LAW OFFICE OF AVRAM E. FRISCH LLC**

By: 

Avram E. Frisch  
4 Forest Avenue, Suite 200  
Paramus, NJ 07652  
201-289-5352  
866-883-9690 (fax)

*Attorneys for Defendants/Counterclaimants*

Respectfully submitted,

**GREENBERG TRAURIG LLP**

By: 

Ian S. Shainbrow  
200 Park Avenue  
P.O. Box 677  
Florham Park, New Jersey 07932  
(973) 360-7900  
(973) 301-8410 (fax)

David Saenz (admitted *pro hac vice*)  
200 Park Avenue  
New York, New York 10166  
Tel: (212) 801-9200  
Fax: (212) 801-6400

*Attorneys for Plaintiff-Counter  
Defendant Kare Distribution, Inc.*